

Project No. J-4206**RELOCATED MONTEVIDEO ROAD AGREEMENT**

THIS RELOCATED MONTEVIDEO ROAD AGREEMENT (the "Agreement") is made this _____ day of _____, 2010, by and between **MONTEVIDEO ROCK, LLC**, a Maryland limited company, its successors and permitted assigns (collectively "Montevideo") and **HOWARD COUNTY, MARYLAND**, a body corporate and politic (the "County").

WHEREAS, the County has approved Capital Project J-4206, FY 2007 Montevideo Road Improvements, which authorizes the funding, design and construction of Relocated Montevideo Road, Phase 1, Segments A and B.

WHEREAS, the County and Montevideo desire to coordinate the design and construction of Relocated Montevideo Road, Phase 1, Segments A and B which will result in a cost savings to both parties and expedite the completion of Relocated Montevideo Road.

WHEREAS, the County will be responsible for the design of Phase 1, Segment A (Stations 110+00 to 115+00) and design and construction of Phase 1, Segment B (Stations 115+00 to 134+70) and Montevideo will be responsible for the construction of Phase 1, Segment A (Stations 110+00 to 115+00).

WHEREAS, the County Council of Howard County, Maryland adopted Resolution Number _____-2010 that authorizes the County to waive the formal competitive bidding requirements and to enter into this Agreement with Montevideo for the construction of Phase I, Segment A (Stations 110+00 to 115+00).

NOW, THEREFORE, IN CONSIDERATION of the mutual promises of Montevideo and the County set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Montevideo and the County agree as follows:

1. Montevideo shall construct Phase 1, Segment A of Relocated Montevideo Road from Station 100+00 to Station 115+00 in accordance with the provisions of Sections 1 and 2 of the Agreement.

2. Montevideo shall select the contractor(s) for the construction of Segment A through a solicitation of bids process. The County shall have the right to review and approve the proposals received by Montevideo. Montevideo shall not accept a proposal for the construction of Segment A that has not been approved by the County.

3. The funding for the construction of Segment A shall be in accordance with the Agreement. The County shall fund the design and construction of Segment A. Montevideo shall obtain all permits necessary to construct Segment A.

4. Montevideo shall submit monthly progress reports with its invoice for work related to the construction of Segment A completed each month. The County shall have the right to inspect and verify the satisfactory completion of the work reported on each report. The County shall reimburse Montevideo for the cost of the satisfactory work completed on each invoice.

5. Upon the satisfactory completion of Relocated Montevideo Road, Phase 1, Segment A, Montevideo and the County agree that all of the terms and conditions set forth in the Agreement shall remain in full force and effect until final County approval.

6. Montevideo and the County mutually agree to the County's request that the contractor place any excess dirt from the Relocated Montevideo Road and Parcel A onto the County's property (Parcel B) adjacent to the construction, in a location designed by the County. The stockpiled dirt will be left in a reasonably attractive manner, shaped and stabilized per County Sediment Control inspection standards.

7. Montevideo and the County mutually agree that Montevideo is entitled to overhead for offsite construction supervision. Such fee to be mutually agreed upon by Montevideo and the Department of Public Works prior to the start of construction.

8. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by its duly authorized signatory or authorized member, under seal, on the date first above written.

WITNESS/ATTEST:

MONTEVIDEO ROCK, LLC
a Maryland limited liability company

By: **PORT CAPITAL CENTER, LLC**
a Maryland limited liability
company, Managing Member

By: _____ (SEAL)
Patrick McCuan
Managing Member

ACCEPTED by the Grantee on this ____ day of _____, 2010.

ATTEST:

HOWARD COUNTY, MARYLAND

Lonnie R. Robbins
Chief Administrative Officer

By: _____ (SEAL)
Ken Ulman
County Executive

APPROVED:

James M. Irvin, Director
Department of Public Works

APPROVED FOR SUFFICIENCY OF FUNDS:

Sharon F. Greisz, Director
Department of Finance

APPROVED FOR FORM AND LEGAL SUFFICIENCY
this ____ day of _____, 2010.

Margaret Ann Nolan
County Solicitor